

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFO <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 9 PAGES	
1. REQUEST NO. N00167-04-Q-0098		2. DATE ISSUED 04 JAN 13		3. REQUISITION/PURCHASE REQUEST NO. 33220 33373761		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY CONTRACTING OFFICER NSWC CARDEROCK DIVISION				6. DELIVER BY (Date) 05 FEB 01		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME 9500 MACARTHUR BLVD. W BETHESDA, MD 20817-5700 RAY PARK		TELEPHONE NUMBER AREA CODE NUMBER 301 227-1121 FAX: 301 227-1847		9. DESTINATION N00167		
8. TO: a. NAME		b. COMPANY		a. NAME OF CONSIGNEE RECEIVING CODE 3341 BLDG 143 RECEIVING OFFICER NAVAL SURFACE WARFARE CENTER		
c. STREET ADDRESS				b. STREET ADDRESS 9500 MACARTHUR BLVD		
d. CITY				c. CITY W BETHESDA		
e. STATE		f. ZIP CODE		d. STATE MD		
				e. ZIP CODE 20817-5700		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 04 JAN 27			IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	REQN. NO. 33220 /33373761 ITEM NAME: PROVIDE TECHNICAL ASSISTANCE IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.		1	EA		
12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
d. CITY			f. ZIP CODE		AREA CODE	
e. STATE			c. TITLE (Type or print)		NUMBER	

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 2 OF 9

VENDOR:

SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	1 EA	05-FEB-01

52.249-8 DEFAULT (FIXED PRICE SUPPLY & SERVICE) (APRIL 1984)

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

- (2) Listed below are additional clauses that apply:
 - (i) 252.204-7003, Control of Government Personnel Work Product (Apr 1992)
 - (ii) 52.232-1, Payments (Apr 1984).
 - (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
 - (iv) 52.232-11, Extras (Apr 1984).
 - (v) 52.232-25, Prompt Payment (Oct 2003).
 - (vi) 52.233-1, Disputes (Jul 2002).
 - (vii) 252.243-7001 Pricing of Contract Modifications (Dec 1991)
 - (viii) 52.244-6, Subcontracts for Commercial Items (Apr 2003).
 - (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR and DFARS clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 3 OF 9

VENDOR:

of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 252.225-7001, Buy American Act and Balance of Payments Program (Apr 2003) (Applies to all contracts for supplies unless an exception is authorized by DFARS 225.1101(2) (i) through (iv)).

(ix) 252.225-7013, Duty-Free Entry (Apr 2003) (Applies to all contracts for supplies except those supplies that will not enter the customs territory of the United States).

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 252.247-7023, Transportation of Supplies by Sea (May 2002) Alternate III (May 2002) (Applies when transporting any supplies by sea under this contract.)

(2) Listed below are additional clauses that may apply:

(i) 52.204-7, Central Contractor Registration (Oct 2003) (Applies to all contracts unless an exception is authorized by FAR 4.1102(a).)

(ii) 252.204-7004, Alternate A (Nov 2003) (Applies if FAR 52.204-7 is applicable.)

(iii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(iv) 52.211-5 Material Requirements (Aug 2000) (Applies to contracts for supplies that are not commercial items).

(v) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(vi) 252.225-7002, Qualifying Country Sources as Subcontractors (Apr 2003) (Applies if the contract is subject to the DFARS clause 252.225-7001, Buy American Act and Balance of Payments Program (see (b)(1)(viii) above)).

(vii) 52.243-1, Changes--Fixed Price (Aug 1987)

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 4 OF 9

VENDOR:

(Applies to fixed-price contracts for supplies).
 (viii) 52.243-1, Changes--Fixed Price (Aug 1987)
 Alternate I (Apr 1984) (Applies to fixed price contracts for services, other than architect-engineer or other professional services, and no supplies are to be furnished).
 (ix) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate II (Apr 1984) (Applies to fixed price contracts for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished).
 (x) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate V (Apr 1984) (Applies to fixed price contracts for research and development).
 (xi) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).
 (xii) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
 (xiii) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (Applies if the contract amount is expected to be over \$2,500 and the contract is subject to the clause 52.222-41, "Service Contract Act of 1965, As Amended" (see (b)(1)(vi) above)).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage--Fringe Benefits
_____	_____
_____	_____
_____	_____

(xiv) 52.246-11 Higher-Level Contract Quality Requirement (Feb 1999) (Applies to contracts when the contracting officer finds it is in the Governments interest to require that higher-level quality standards be maintained and such standards are selected and identified in the clause).

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
*	_____	_____	_____	_____
*	_____	_____	_____	_____
*	_____	_____	_____	_____
*	_____	_____	_____	_____

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 5 OF 9

VENDOR:

by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses - <http://www.arnet.gov/far/>
DFARS clauses - <http://www.acq.osd.mil/dp/dars/dfars.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 6 OF 9

VENDOR:

rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point _____

Estimated Shipping Charge _____

Business size:

Large _____ Small _____ Nonprofit _____

Cage Code _____

Tax Identification Number (TIN) _____

DUNNS _____

ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at:
<http://ccr.dlsc.dla.mil/>.

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air

CONTINUATION SHEET

DOC. NO. N00167-04-Q-0098

PAGE NO. 7 OF 9

VENDOR:

Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at:
<http://www.adobe.com/products/acrobat/readstep.html>

Provide the following information that will be used to make electronic distribution for any resultant contract:

Name of Point of Contact to Receive
Distribution _____

Phone Number for Point of Contact _____

E-Mail Address for Receipt of Distribution _____

USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD

Will you accept the Governmentwide Commercial Purchase Card as a method of purchasing supplies and/or services.

_____ Yes

_____ No

Will you accept the Governmentwide Commercial Purchase Card as a method of payment for your invoice.

_____ Yes

_____ No

DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

_____ Yes

_____ No

If yes, please include dollar amount \$ _____

SOW (Contract Policy Consultant, Code 3311)

1. Tasks required:

The consultant shall provide expert technical assistance to the NSWCCD Contract Support Branch, Code 33, in the areas of procurement policy and procurement process performance. Tasks include:

- Reviewing various higher level policy and procedural documents to determine their applicability to NSWCCD. As directed, the contractor shall prepare drafts of implementing guidance documents, policy memoranda and similar documents. The contractor shall research law, regulation, and precedent as required.
- Maintaining the NSWCCD large purchase and simplified acquisition Drafting Guides used by contract specialists in the preparation of solicitations and contracts. Maintaining the database of Carderock unique clauses in the Standard Procurement System (SPS), the simplified acquisition clause database in the Industrial Logistics Support Management Information System (ILSMIS), and the Small Business Innovation Research (SBIR) templates.
- Preparing summaries of higher level policy memoranda, and regulatory changes to the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), Navy Marine Corps Acquisition Guide (NMCAG), and the Naval Sea Systems Command (NAVSEA) Contracts Handbook . Summaries shall include an assessment of the impact on NSWCCD contracting personnel.
- Reviewing existing NSWCCD local guidance documents, policy memoranda and similar documents and recommending changes necessary to maintain currency. Applicable laws, regulations, and precedent shall be researched, as required.
- Preparing and coordinating, as directed, responses to procurement data calls, including those generated from external sources as well as those in support of NSWCCD internal management.
- Assisting in the implementation of quality assurance reviews of the procurement office, including scheduling internal reviews, summarizing results, drafting recommendations, and maintaining metrics and files pertaining to the reviews.
- Assisting, as directed, in the preparation of various reports pertaining to the performance of the procurement office, such as the Procurement Performance Management Assessment Program status reports, responses to reviews conducted by external sources, and recurring monthly and quarterly reports as well as "ad hoc" special reports.
- Supporting the purchasing operation in other areas as requested and in accordance with priorities established by the Government's technical representative.

2. Deliverable

A monthly status report of activities conducted, including a summary of work completed, labor hours expended, funding expended, and any outstanding issues. The status report shall be provided electronically to the Government point of contact.

3. Time Devoted by Consultant:

It is anticipated that the consultant will spend, over the term of this contract, approximately 1600 hours in fulfilling his/her obligations under this contract. The particular amount of time per day or week may vary.

4. Period of Performance:

The contract will be effective from the date of award through 12 months thereafter.

5. Place of Performance:

Work will be performed on site at NSWC Carderock Division.

6. Technical Point of Contact:

The TPOC for this contract will be Mr. Stephen K. Seffens, Code 3311.

EVALUATION OF PROPOSALS:

Proposals will be evaluated on a best value to the Government basis in accordance with the following factors, in descending order of importance:

- a. Past experience in the area of Navy contract policy. Knowledge of procurement rules, regulations, and laws regarding negotiated acquisition and related acquisition functions. Specific knowledge of the FAR, DFARS, NMCARS, NMCAG, and NCH; familiarity with SPS, ILSMIS, and the SBIR program. Experience related to the tasks required in the Statement of Work (SOW).
- b. Quality of resume/interview: Offerors should submit a resume along with at least two references. The Government may elect not to conduct interviews. The Government may elect to require offerors to give an oral presentation of their capabilities.
- c. Price (hourly rate): Standard hourly rate for consulting services.